



WHITLAM GROUP

## Supplier Manual

MARCH 2023

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## Introduction

This document has been approved by the Whitlam Group Purchasing Department as a means of conveying to our Suppliers the **minimum** requirements to meet the purchasing and quality needs of our company.

**Suppliers covered under this document are classified as “Level 1 Suppliers”.**

**Whitlam Group defines the “Level 1 Supplier” as follows:** An organization that provides raw materials, finished parts or quality related services that directly impacts the quality of goods and/or services of our customer.

The general intent of this guide is to define Supplier requirements in Quality, Delivery, Cost, and Technology. Suppliers are also expected to adhere to and comply with all applicable environmental regulations as set forth in Section 6.4, “Environmental Regulations”.

Thank you for your compliance to our requirements. We look forward to a successful business relationship. **Suppliers are required to check for the latest version of the Whitlam Group Supplier Manual:**

Download at [www.whitlam.com](http://www.whitlam.com) Ref: Supplier [Information](#)

## 0.0 General

### 0.1 Purchasing Policy Statement

The Whitlam Group ensures that the products and services obtained from Suppliers conform to Quality Standards and Specifications, as well as conforming to all applicable legal, environmental, and other requirements. Suppliers are selected based on their ability to meet requirements set forth by Whitlam Group.

### 0.2 Overall Goal

It is the goal of the WHITLAM Purchasing Department to contract with the Right Suppliers who provides the Right Product consistently at:

- The Right Quality Level
- The Right Price
- The Right Delivery and Response Time
- The Right Quantity

We require from our suppliers, dedicated service **and** support in order to meet our goals, and strict confidentiality **regarding** all aspects of our relationship.

These goals and objectives must be measurable and clearly documented. This policy must be understood, implemented and maintained at all levels of the organization.

## 1.0 Management Responsibility

### 1.1 Responsibility

Supplier Management is responsible for maintaining a Quality Management System (QMS).

## 2.0 Continual Improvement

### 2.1 Continual Improvement

Suppliers are encouraged to develop a company-wide Continual Improvement Program.

## 3.0 Contract Review

### 3.1 Activities

All business is to be conducted with the Whitlam Purchasing Department in a professional manner. All sales calls are to be made by appointment with the Whitlam Purchasing Department.

### 3.2 Confidentiality

All business conducted between Whitlam and its Suppliers is considered confidential and not to be disclosed to any other party without written consent by Whitlam.

- A. Suppliers receiving customer-contracted product or customer supplied graphics may be required to sign a Nondisclosure Agreement. This includes security disposal vendors.
- B. A General Confidentiality and Non-Disclosure document is required by visitors.

## 4.0 Design Control

### 4.1 Activities

Whitlam Suppliers will maintain procedures to control and verify product design to specified requirements. Whitlam and/or its customer(s) shall afford the right to verify, at the Supplier's location, that the purchased

product conforms to specified requirements. Suppliers are to notify the Whitlam Purchasing Department anytime there is a change of materials or processes that is involved in the production of a purchased part.

## 5.0 Document and Data Control

### 5.1 Document Approval and Conformance Data

Suppliers must establish and maintain documented procedures to control all documents related to Whitlam requirements. This procedure must include the destruction of obsolete documents.

### 5.2 Certificate of Conformance or Certificate of Analysis

Level 1 Suppliers must submit a Certificate of Conformance or Certificate of Analysis to [certs@whitlam.com](mailto:certs@whitlam.com) with each shipment. Any variance from this requirement must be approved by Whitlam Engineering, Purchasing and/or Quality.

## 6.0 Purchasing

### 6.1 Purchasing Data

All Purchase Orders will contain the following information (where applicable):

- A. Full Description of product to be ordered.
  - B. Correct order quantity and pricing
  - C. Material # and/or product number, if applicable
  - D. Special shipping and packaging information, if applicable
  - E. Any quality documentation, specifications, drawings, testing and/or inspection instructions, and environmental requirements, if applicable.
- NOTE: Where applicable, Safety Data Sheets must accompany all initial shipments. Safety Data Sheets and container labeling shall conform to (GHS)*
- F. Legal and other applicable requirements.

### 6.2 Purchase Order Confirmation

Suppliers must confirm price, product, quantity, ship date, and any other requested information after receipt of purchase orders.

Pricing quotes must be in writing within 24 hours of request, unless otherwise specified by Whitlam Purchasing Department.

### 6.3 Evaluation and Selection of (Level 1) Suppliers

The Whitlam Group will evaluate and select its Suppliers based on ISO 9001:2015 and IATF 16949:2016 standards and criteria and Whitlam Group internal requirements.

Selection of a level 1 supplier is a multidisciplinary decision process by Purchasing and Engineering based on the following criteria, but not limited to:

- A. Assessment of the Supplier's risk of product conformity and uninterrupted supply of product to our customers
- B. Relevant Quality & Delivery performance
- C. Evaluation of the Supplier's Quality Management System
- D. Multidisciplinary decision making
- E. Assessment of Software development activities (if applicable)

#### 6.3.1 Supplier Development

Supplier will be required to submit a self-assessment at the onset of business or when requested. Suppliers will be evaluated based on our "Supplier Risk-Based Evaluation Model" (WLF-2000-39).

Level 1 Suppliers (*unless otherwise authorized by our customers*) shall be required to implement, develop, and improve a Quality Management System certified to ISO 9001:2015 using the following sequence:

- A. Certification to ISO 9001:2015 through Third Party Audits.
- B. Certification to ISO 9001:2015 with compliance to other customer defined QMS requirements through Second Party Audits.
- C. Certification to ISO 9001:2015 with compliance to IATF 16949:2016 through Second Party Audits
- D. Certification to IATF 16949:2016 through Third Party Audits.

**Note: Only suppliers that are deemed “High Risk” will be subject to a 2<sup>nd</sup> Party Audit.**

### 6.3.2 Supplier Performance

Level 1 Supplier performance evaluations will be conducted every 6 months.

Areas in which Level 1 Suppliers will be evaluated include the following:

**Quality:** Quality of supplied product based on complaints made by Whitlam to its suppliers.

**Delivery:** Percentage of on-time delivery based on committed delivery date issued by supplier.

### 6.3.3 Quality and Delivery Ratings

Should the Level 1 Supplier fall below a 90% rating with respect to their Quality & Delivery Ratings, an “Action Plan” may be required. The Action Plan should state the breakdown in the supplier’s process that caused an unacceptable rating for that period, along with corrective actions to ensure that the delivery and quality process will return to acceptable levels.

The following is the scale used to determine the supplier’s Quality & Delivery Rating:

| <u>Percentage</u> | <u>Rating</u> |
|-------------------|---------------|
| 100               | Excellent     |
| 99-90             | Good          |
| 89 & Below        | Unacceptable  |

## 6.4 Environmental Regulations

Supplier agrees to comply with all applicable legal and other environmental regulations.

(See Section 23.0 “Adherence to our EMS Policy”)

### 6.4.1 Environmental Regulations Supplement

At the discretion of Whitlam Group, suppliers may be requested to reference one or more of the following Customer Specific Environmental requirements to ensure compliance to the regulatory requirements as listed below and determine if their supplied product contains any banned or prohibited substances, or any substances of concern:

- RoHS (Restriction of Hazardous Substances)
- REACH (Registration, Evaluation, Authorization of Chemicals)
- Prop 65 (California Proposition 65)
- GADSL (Global Automotive Declarable Substance List)
- **TSCA (Toxic Substances Control Act)**
- **PFAs Reporting**
- PASA (Panasonic Chemical Substances Management Rank Guidelines)
- Alps Automotive Green Procurement
- Volvo Black & Grey List

### 6.4.2 Shipment of Hazardous Material

Any shipment of hazardous materials must meet all the guidelines mandated for the material and must conform to all federal, state, and local laws governing its transportation. In addition, Whitlam requires the Suppliers to issue the Safety Data Sheet (SDS) with each shipment where applicable.

## 7.0 Product Identification and Traceability

### 7.1 Activities

Purchase Order numbers must be used on all references and documents regarding the purchase. Each packing list, invoice and Supplier credit must be for one (1) Purchase Order number only.

## 8.0 Process Control

### 8.1 Cleanliness of Premises

The Supplier shall ensure cleanliness and order where appropriate to the product manufactured.

### 8.2 Contingency Plans

The Supplier shall have a Contingency Plan in place to reasonably protect the supply of product in the event of a disruption of business operations due to an emergency situation and will present it upon request.

## 9.0 Inspection and Testing

### 9.1 General

The Supplier shall establish and maintain documented procedures for inspection and testing **regarding** the specified requirements of the product. The procedures are to be consistent with ISO 9001:2015.

### 9.2 Records

Quality records of all inspection and testing must be maintained for current calendar year plus one (1) year.

## 10.0 Control of Inspection, Measuring and Testing Equipment

### 10.1 Control Procedure

The Supplier shall maintain documented procedures to control, calibrate and maintain inspection, measuring and testing equipment used by the Supplier to ensure the conformance of product to the specified requirements.

### 10.2 Records

Records of the calibration activity for all gages, measuring and testing equipment, including those owned by employees, shall include:

- A. Any changes to parts or materials by engineering (where appropriate);
- B. Any readings out of specification as received for calibration.

## 11.0 Control of Non-Conforming Product

### 11.1 Activities

The supplier shall establish and maintain documented procedures to ensure that non-conforming product is not being used in the production or resale of WHITLAM products. This procedure shall include identification, documentation, evaluation, containment (where practical) and disposition of non-conforming product.



## 12.0 Corrective and Preventative Action

### 12.1 Quality

A Corrective Action Plan is required after receipt of a material Non-Conformance. Initial response and containment is required within 48 hrs. Corrective Action is required within 30 days after initial response.

### 12.2 Claims

Suppliers shall have in place procedures to rapidly resolve complaints and to comply with the following requirements:

- A. Use WHITLAM complaint numbers on all reference documentation regarding the complaint.
- B. Suppliers may be required to pay an administration fee of \$150.00.

## 13.0 Handling, Storage, Packaging, Preservation and Delivery

### 13.1 Activities

The supplier shall establish and maintain documented procedures for handling, storage, packaging, preservation and delivery of product.

### 13.2 Handling

The supplier shall develop methods of handling product that prevents damage or deterioration.

### 13.3 Storage

The supplier shall use designated storage areas or stock rooms to prevent damage or deterioration of product, pending use or delivery.

### 13.4 Packaging

Where necessary, WHITLAM shall identify specific packaging requirements. Deviation from these requirements without the approval of WHITLAM will result in rejection and return of the material.

### 13.5 Treated Pallet Requirements

Where required, supplier must comply with ISPM 15, Rule 7 CFR 319.40, treated pallet requirements, and provide evidence to Whitlam if requested.

For more information, go to <https://www.aphis.usda.gov/aphis/ourfocus/planthealth/import-information/wood-packaging-material>

## 14.0 Control of Quality Records

### 14.1 Activities

The supplier shall establish and maintain documented procedures for collection, maintenance and destruction of quality records. Retention times of quality records shall be established and recorded. Quality records shall be maintained to demonstrate conformance to specified requirements and the effective operation of the quality system.

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## 15.0 Internal Quality Audits

### 15.1 Activities

The supplier shall perform internal quality audits to determine effectiveness of the Quality Management System. These audits will occur at regular intervals. Audits will be performed based on importance of activity and be carried out by individuals not having direct responsibility for the activity being audited. The results of the audits shall be recorded and brought to the attention of the personnel having responsibilities in the area being audited. Corrective Actions will be made and documented by management personnel of the affected department. Follow-up audit activities shall verify and record the implementation and effectiveness of the Corrective Action taken.

## 16.0 Initial Samples

### 16.1 PPAP

Whitlam Purchasing Department will initiate sample submission request by issuing a Purchase Order to the supplier.

The supplier maybe required to fabricate production samples prior to mass production, utilizing the “AIAG Production Part Approval Process”. Copies of this can be obtained from the AIAG.

Once the samples have been received, Whitlam will conduct a review of all applicable requirements.

For any environmentally hazardous substances submitted to Whitlam, the supplier shall identify and submit the appropriate Safety Data Sheets prior to the initial submission for review (See Section 6.1, “Purchasing Data”).

The following applies to all suppliers contracted to supply automotive production parts. (Whitlam Quality Department determines the suppliers affected by this requirement.)

- A. Affected Suppliers are required to submit AIAG Part Submission Warrant (CFG- 1001) (Level 2), which can be obtained from the AIAG as stated above.
- B. Suppliers are also required to submit six (6) sample parts.

**DO NOT** start mass production unless Part Submission Warrant (CFG-1001) is approved in writing by Whitlam Quality Department.

Suppliers are to notify the Whitlam Purchasing Department any time there is a change of process set-up or materials for the production of a Whitlam order. Also required are the re-submission of samples and PPAP Warrants (AIAG).

## 17.0 On-Site Assessment

### 17.1 Activities

Whitlam and/or its customer(s) reserve the right to do on-site inspection and/or testing prior to issuing a Purchase Order.

## 18.0 Supplier Monitoring

Supplier performance in quality and delivery shall be monitored.

Supplier field incidents, special status related to a customer notification, number of incidences of premium freight and assessment of their manufacturing processes shall also be monitored.

Supplier shall share quality, environmental, and/or regulatory compliance information with Whitlam Group upon request.

## 19.0 Supplier Development

Whitlam Quality Department will assist Suppliers in the development of their Quality System per section 6.3.1 above.

## 20.0 Warranty

The Supplier acknowledges that their product will be incorporated into Whitlam's products for resale. The supplier agrees to warrant their product against defects and to hold Whitlam harmless from any and all damages, direct or consequential, which may suffer, or be called upon to suffer, as a result of any such defect.

This warranty shall supersede any warranty of lesser quality, or any disclaimer appearing in any other documents negotiated by Whitlam and the supplier.

## 21.0 Price Change Notifications

No supplier price increase shall be effective without sixty (60) days advance written notice by the supplier to Whitlam's Purchasing Department.

Price increases will not affect orders placed prior to the notice of increase or effective date of the notice.

Supplier's price increases shall only apply to orders placed after the acceptable date the increase is to be in effect unless otherwise negotiated.

## 22.0 Liability

The supplier warrants that it carries product liability insurance covering the product, and that the limits of liability thereof exceed \$1,000,000.

The supplier is to provide its current product liability insurance information as requested.

## 23.0 Adherence to our EMS Policy

The supplier agrees to adhere to the rules and regulations established by Whitlam, in support of our Environmental Management System Policy. See "Contractor/Supplier Rules and Responsibilities Letter" available on our website: [www.whitlam.com](http://www.whitlam.com)

### 23.1 EMS Policy

Whitlam Group is registered to ISO 14001:2015, the International Standard for Environmental Management Systems (EMS).

**Our Environmental Policy is to “Protect the Environment” through:**

- A. The Prevention of Pollution
- B. The Reduction of Waste
- C. Commitment to Continual Improvement
- D. Compliance to Applicable Legal and other Requirements

### 23.2 Contractor/Supplier Environmental Rules and Responsibilities

**AWARENESS:** Each supplier and contractor shall make each of its associates, employees and/or subcontractors aware of conforming to the Whitlam Environmental Policy.

#### **RIGHT TO KNOW:**

- A. Upon request, supplier/contractor shall supply Whitlam with SDS for chemicals shipped to Whitlam or used on site by contractors.
- B. Contractors shall notify our [Purchasing Manager x242](#) of any hazardous wastes that will be generated from on-site activities.

**LABELING:** All chemicals shall be in approved containers and properly labeled.

**HEALTH & SAFETY:** Each contractor shall be responsible to provide proper environmental and safety direction to their employees.

**TRAINING:** Contractors working on site agree to demonstrate that their employees are competent and will present evidence of appropriate training where requested.

**NOTIFICATION OF SPILLS:** Contractors shall immediately report any spills or environmentally related emergencies to [the nearest Whitlam Group employee to initiate an emergency spill team response](#).

**SOLID WASTE DISPOSAL:** Solid waste generated by contractors must be disposed of in proper containers. Contractors must notify the [Purchasing Manager x242](#) for authorization.

**RESTRICTIONS:** Under no circumstances shall any waste be disposed of on the ground, or released into any drain, sink or sewer inside or outside of any building.

Please reference section 6.4.1 for specific standards applicable to Worldwide Environmental Regulations pertaining to the use of restricted or prohibited chemicals. Whitlam Group expects contractors to comply with these standards if requested.

## 24.0 Governmental Regulations

The supplier shall have a process in place to assure that governmental and safety constraints on restricted toxic and hazardous substances are complied with, relative to the purchased products and the manufacturing process.

In the case of SOCs exceeding the threshold limits on purchased products, the supplier must report the violation immediately to the Whitlam Group Compliance Department at [compliance@whitlam.com](mailto:compliance@whitlam.com).

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To request a copy of Whitlam’s Chemical Management Policy CM-PO-01, please contact [compliance@whitlam.com](mailto:compliance@whitlam.com).

#### 24.1 Conflict Minerals (CMRT) and Extended Minerals (EMRT) Reporting

In accordance with the Dodd-Frank Conflict Minerals Disclosure Requirements, The Whitlam Group, Inc. requires that our Suppliers comply with government regulations to not include conflict minerals including Cobalt in products that were extracted using illegal means. We also request that our Suppliers properly manage their operations to ensure that minerals *originating from the Democratic Republic of Congo (DRC) and surrounding countries* are not used as a raw material in their products.

For further information, please go to <https://www.responsiblemineralsinitiative.org/>

#### 24.2 Globally Harmonized System-Safety Data Sheets

Applicable suppliers must submit Safety Data Sheets (SDS) conforming to the requirements under the Globally Harmonized System (GHS) and the U.S. OSHA Hazard Communication Standard.

### 25.0 Supplier Code of Conduct

WHITLAM GROUP’s success as a global business is based on reliability, innovation, dedication, and responsibility. We strive to uphold the ethical and business standards described herein and expect the same from our suppliers, service providers and other partners.

This Supplier Code of **Conduct** illustrates the values according to which Whitlam Group operates globally. Whitlam Group expects all of its suppliers to conform to the policies defined below in their dealings with Whitlam Group, their own employees and suppliers, and third parties such as other companies, government officials and individuals.

As a supplier of Whitlam Group, we expect you to read and conform to the principles defined below.

#### A. Compliance with Laws and Rules of Society

WHITLAM GROUP is committed to full compliance with all applicable laws, regulations and international treaties. WHITLAM GROUP also requires its suppliers to be committed to ethical conduct and full compliance. These guidelines are not a substitute for, nor should they be considered to override local laws and regulations. They represent supplementary principles and standards of behavior of a non-legal character.

#### B. Child Labor

WHITLAM GROUP will not accept child labor under any circumstances, nor will it contract with suppliers or subcontractors using such labor.

#### C. Modern Slavery

WHITLAM GROUP expects its suppliers to reject any form of forced labor, including but not limited to slavery, torture, human trafficking or compulsory labor of any kind. Freely chosen employment should be respected and observed.

#### D. Fair Working Conditions

WHITLAM GROUP expects its suppliers to enforce the right to fair working labor conditions, including fair wages and social benefits. We expect statutory provisions on minimum wage be observed alongside regulations on working hours, breaks and vacation entitlements.

### **E. The Working Environment**

WHITLAM GROUP strongly believes all employees are entitled to a safe and healthy working environment and have the right to be free from violations of personal integrity. Whitlam Group suppliers shall maintain an adequate administrative policy on health and safety.

### **F. Ethical Recruiting**

WHITLAM GROUP expects its suppliers to focus on careful, considered selection and placement in their recruitment practices. Whitlam Group expects its suppliers to engage workers fairly, transparently and on merit.

### **G. Freedom of Association and Collective Bargaining**

WHITLAM GROUP expects its suppliers to uphold the freedom of association and the effective recognition of the right to collective bargaining.

### **H. Non-Discrimination and Harassment**

WHITLAM GROUP expects its suppliers to treat their employees in a fair and equal manner. We are committed to a policy of equal opportunity that prohibits discrimination of any type. Diversity is accepted and valued by Whitlam Group and the same is expected from our suppliers. We strongly believe non-discrimination is both an ethical standard and a fundamental human right. Whitlam Group will not tolerate discrimination, whether due to sex, age, religion, political opinion, national or ethnic origin, or any other such basis.

Any type of harassment, regardless of the intent, whether direct or indirect, physical or verbal, is prohibited. Whitlam Group expects its suppliers to ensure all its employees are allowed to work in a harassment-free environment.

### **I. Environment**

WHITLAM GROUP seeks to preserve natural resources and protect the environment. Whitlam Group conducts its business operations in such a way as to avoid or minimize any adverse impact on the environment and continuously strives to improve its products and services with the environment in mind. Whitlam Group expects its suppliers to conform to the same principles.

### **J. Intellectual Property and Publicity**

WHITLAM GROUP expects its suppliers to conform to all applicable national laws and international treaties on intellectual property, and to refrain from infringing on either Whitlam Group or third-party intellectual property rights.

WHITLAM GROUP expects its suppliers to comply with all applicable agreements on confidentiality or non-disclosure. Furthermore, suppliers are entitled to publicize their cooperation with Whitlam Group or utilize Whitlam Group trademarks only if, and to the extent, this has been explicitly agreed upon with Whitlam Group in writing. In the event that such explicit authorization exists, suppliers are expected to comply with all instructions and guidelines that Whitlam Group may, from time-to-time, issue concerning the same.

### **K. Improper Payments or Benefits**

No direct or indirect payments or hospitalities such as excessive entertainment or gifts shall be made by Whitlam Group's suppliers for the benefit of Whitlam Group's employees or any governmental representative or employee, labor union, or current or prospective customer or supplier for the purpose of improperly obtaining benefits of any kind, nor shall any supplier accept any improper benefit from any source.

**L. Anti-Corruption**

WHITLAM GROUP expects its suppliers to comply with all anti-corruption and anti-bribery laws.

**M. Anti-Trust**

WHITLAM GROUP expects its suppliers to operate openly and honestly with all applicable anti-trust laws.

**N. Data Privacy and Data Security**

WHITLAM GROUP expects its suppliers to commit to protecting, with reasonable expectations, the privacy of personal data of everyone they do business with, including suppliers, customers, consumers and employees. Whitlam Group expects suppliers to comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted or shared.

Whitlam Group expects its suppliers to promptly report any breach of the security of system data in accordance with all laws and regulations.

**O. Protection of Identity and Non-Retaliation**

WHITLAM GROUP expects its suppliers to ensure that the confidentiality, anonymity and protection of supplier and employee whistleblowers are to be upheld unless prohibited by law. There should be a communication process in place for supplier personnel to be able to report misconduct without fear of retaliation.

|                         |                    |  |             |
|-------------------------|--------------------|--|-------------|
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| 11/14/18                | NOVEMBER 2018      | UPDATE FORMAT AND CONTENT TO IATF REQUIREMENTS   |             |
| 5/14/19                 | MAY 2019           | UPDATED SECT 23 TO INCLUDE ENVIRONMENTAL WEBSITES & SECT 24 TO INCLUDE PROCEDURE TO REPORT SUPPLIER SOC VIOLATIONS |             |
| 6/1/21                  | JUNE 2021          | UPDATED GOV'T REGULATIONS SECTION 24.1.1 AND ADDED CHEMICAL MANAGEMENT SECTION 24.1                                |             |
| 2/20/23                 | FEBRUARY 2023      | REVISED FOR GRAMMATICAL & FORMATTING ERRORS. UPDATED SUPPLIER CODE OF CONDUCT SECTION 25.0                         |             |
|                         |                    |  |             |